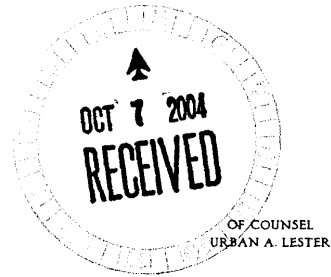


ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com



October 7, 2004

RECORDATION NO. 25235-B FILED

OCT 07 '04

4-38 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment Agreement, dated as of October 7, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, Chattel Mortgage being filed with the Board under Recordation Number 25235

The names and addresses of the parties to the enclosed document are:

Transferor: ACF Acceptance V LLC  
620 North Second Street  
St. Charles, Missouri 63301

Transferee: ACF Acceptance LLC  
620 North Second Street  
St. Charles, Missouri 63301

Mr. Vernon A. Williams  
October 7, 2004  
Page 2

A description of the railroad equipment covered by the enclosed document is:

250 railcars: ECUX 887681 - ECUX 887930.

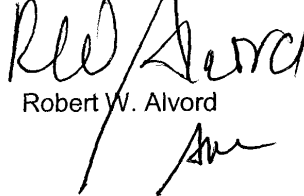
A short summary of the document to appear in the index is:

Bill of Sale and Assignment Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R.W. Alvord", with a large, sweeping flourish extending from the bottom right.

Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 25235 **B**  
FILED

OCT 07 '04

4-38 PM

SURFACE TRANSPORTATION BOARD

**BILL OF SALE  
AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of October 7, 2004, between ACF ACCEPTANCE V LLC, a Delaware limited liability company (the "Transferor"), and ACF ACCEPTANCE LLC, a Delaware limited liability company (the "Transferee").

**WHEREAS:** the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Lease (as defined below), from the Transferor to the Transferee; and

**WHEREAS:** the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Lease to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Lease.

**NOW, THEREFORE,** in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Lease" means that certain Lease Agreement dated as of June 28, 2000 between the Transferor, as the lessor, and Procurement, a division of ExxonMobile Global Services Company, on behalf of Exxon Mobil Corporation, as the lessee, with respect to the railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing.

2. The Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfers") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Lease and under the documents attached as exhibits thereto in the form executed, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. The Transferor hereby Transfers to the Transferee all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule A hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment").

4. The Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Lease, subject to the rights of Lessee under the Lease, and the Transferee hereby covenants and agrees to discharge, perform

{36800 / 1130 / 00516653 / 9/27/2004 / }

and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Lease (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively transfer, assign, convey, grant and set over the Lease to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Lease or to release the Transferor and its affiliates from their obligations under or on account of the Lease so long as such release will not prejudice the Transferee's rights, title and interest in and to the Lease.

7. The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the Equipment, the Transferor will have, good and marketable, legal and beneficial title to the Equipment and the Lease and good and lawful right to transfer the Equipment and the Lease free and clear of all liens, except the liens being released contemporaneously with such delivery and transfer or certain immaterial permitted liens. The Transferor hereby covenants to defend title to the Equipment and the Lease against demands of all persons whomever based on claims originating prior to the delivery of the Equipment.

8. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE LAW OF CONFLICT OF LAWS THEREOF (EXCEPT FOR SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE BILL OF SALE CONTAINED IN THIS AGREEMENT IS DELIVERED BY THE TRANSFEROR TO THE TRANSFEE IN ST. CHARLES, MISSOURI.

[signature page follows]

***IN WITNESS WHEREOF***, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed as of the date first above written.

ACF ACCEPTANCE V LLC

By: ACF ACCEPTANCE LLC, Member

By: ACF INDUSTRIES LLC, Member

By: \_\_\_\_\_

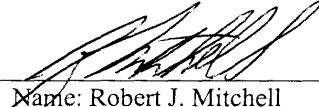
  
Name: Robert J. Mitchell

Title: Senior Vice President - Finance

ACF ACCEPTANCE LLC

By: ACF INDUSTRIES LLC, Member

By: \_\_\_\_\_

  
Name: Robert J. Mitchell

Title: Senior Vice President - Finance

[Signature Page to the Assignment and Assumption and Bill of Sale Agreement re Exxon Mobil  
Lease dated as of June 28, 2000]

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

On this 4<sup>th</sup> day of October, 2004, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides in Nassau County, New York, and is Senior Vice President of Finance of the Member of ACF Acceptance LLC; that said instrument was signed on the date hereof on behalf of said company by authority of its managing member; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

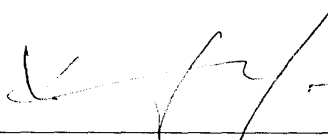


Notary Public

YEVDOHENY FUNDLER  
Notary Public, State of New York  
Exp. 08/21/2006  
Qualified in New York County  
Commission Expires August 21, 2006

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

On this 4<sup>th</sup> day of October, 2004, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides in Nassau County, New York, and is Senior Vice President of Finance of the Member of the Member of ACF Acceptance V LLC; that said instrument was signed on the date hereof on behalf of said company by authority of its managing member; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

YEVDOHENY FUNDLER  
Notary Public, State of New York  
Exp. 08/21/2006  
Qualified in New York County  
Commission Expires August 21, 2006

SCHEDULE A

DESCRIPTION OF EQUIPMENT

Each of the special purpose railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth in this Schedule A.





Rptg Mark	Car Number	Code	Contract
ECUX	887736	1261	Lease Dated June 30, 2000
ECUX	887737	1261	Lease Dated June 30, 2000
ECUX	887738	1261	Lease Dated June 30, 2000
ECUX	887739	1261	Lease Dated June 30, 2000
ECUX	887740	1261	Lease Dated June 30, 2000
ECUX	887741	1261	Lease Dated June 30, 2000
ECUX	887742	1261	Lease Dated June 30, 2000
ECUX	887743	1261	Lease Dated June 30, 2000
ECUX	887744	1261	Lease Dated June 30, 2000
ECUX	887745	1261	Lease Dated June 30, 2000
ECUX	887746	1261	Lease Dated June 30, 2000
ECUX	887747	1261	Lease Dated June 30, 2000
ECUX	887748	1261	Lease Dated June 30, 2000
ECUX	887749	1261	Lease Dated June 30, 2000
ECUX	887750	1261	Lease Dated June 30, 2000
ECUX	887751	1261	Lease Dated June 30, 2000
ECUX	887752	1261	Lease Dated June 30, 2000
ECUX	887753	1261	Lease Dated June 30, 2000
ECUX	887754	1261	Lease Dated June 30, 2000
ECUX	887755	1261	Lease Dated June 30, 2000
ECUX	887756	1261	Lease Dated June 30, 2000
ECUX	887757	1261	Lease Dated June 30, 2000
ECUX	887758	1261	Lease Dated June 30, 2000
ECUX	887759	1261	Lease Dated June 30, 2000
ECUX	887760	1261	Lease Dated June 30, 2000
ECUX	887761	1261	Lease Dated June 30, 2000
ECUX	887762	1261	Lease Dated June 30, 2000
ECUX	887763	1261	Lease Dated June 30, 2000
ECUX	887764	1261	Lease Dated June 30, 2000
ECUX	887765	1261	Lease Dated June 30, 2000
ECUX	887766	1261	Lease Dated June 30, 2000
ECUX	887767	1261	Lease Dated June 30, 2000
ECUX	887768	1261	Lease Dated June 30, 2000
ECUX	887769	1261	Lease Dated June 30, 2000
ECUX	887770	1261	Lease Dated June 30, 2000
ECUX	887771	1261	Lease Dated June 30, 2000
ECUX	887772	1261	Lease Dated June 30, 2000
ECUX	887773	1261	Lease Dated June 30, 2000
ECUX	887774	1261	Lease Dated June 30, 2000
ECUX	887775	1261	Lease Dated June 30, 2000
ECUX	887776	1261	Lease Dated June 30, 2000
ECUX	887777	1261	Lease Dated June 30, 2000
ECUX	887778	1261	Lease Dated June 30, 2000
ECUX	887779	1261	Lease Dated June 30, 2000
ECUX	887780	1261	Lease Dated June 30, 2000
ECUX	887781	1261	Lease Dated June 30, 2000
ECUX	887782	1261	Lease Dated June 30, 2000
ECUX	887783	1261	Lease Dated June 30, 2000
ECUX	887784	1261	Lease Dated June 30, 2000
ECUX	887785	1261	Lease Dated June 30, 2000
ECUX	887786	1261	Lease Dated June 30, 2000
ECUX	887787	1261	Lease Dated June 30, 2000
ECUX	887788	1261	Lease Dated June 30, 2000
ECUX	887789	1261	Lease Dated June 30, 2000
ECUX	887790	1261	Lease Dated June 30, 2000



Rptg Mark	Car Number	Code	Contract
ECUX	887846	1261	Lease Dated June 30, 2000
ECUX	887847	1261	Lease Dated June 30, 2000
ECUX	887848	1261	Lease Dated June 30, 2000
ECUX	887849	1261	Lease Dated June 30, 2000
ECUX	887850	1261	Lease Dated June 30, 2000
ECUX	887851	1261	Lease Dated June 30, 2000
ECUX	887852	1261	Lease Dated June 30, 2000
ECUX	887853	1261	Lease Dated June 30, 2000
ECUX	887854	1261	Lease Dated June 30, 2000
ECUX	887855	1261	Lease Dated June 30, 2000
ECUX	887856	1261	Lease Dated June 30, 2000
ECUX	887857	1261	Lease Dated June 30, 2000
ECUX	887858	1261	Lease Dated June 30, 2000
ECUX	887859	1261	Lease Dated June 30, 2000
ECUX	887860	1261	Lease Dated June 30, 2000
ECUX	887861	1261	Lease Dated June 30, 2000
ECUX	887862	1261	Lease Dated June 30, 2000
ECUX	887863	1261	Lease Dated June 30, 2000
ECUX	887864	1261	Lease Dated June 30, 2000
ECUX	887865	1261	Lease Dated June 30, 2000
ECUX	887866	1261	Lease Dated June 30, 2000
ECUX	887867	1261	Lease Dated June 30, 2000
ECUX	887868	1261	Lease Dated June 30, 2000
ECUX	887869	1261	Lease Dated June 30, 2000
ECUX	887870	1261	Lease Dated June 30, 2000
ECUX	887871	1261	Lease Dated June 30, 2000
ECUX	887872	1261	Lease Dated June 30, 2000
ECUX	887873	1261	Lease Dated June 30, 2000
ECUX	887874	1261	Lease Dated June 30, 2000
ECUX	887875	1261	Lease Dated June 30, 2000
ECUX	887876	1261	Lease Dated June 30, 2000
ECUX	887877	1261	Lease Dated June 30, 2000
ECUX	887878	1261	Lease Dated June 30, 2000
ECUX	887879	1261	Lease Dated June 30, 2000
ECUX	887880	1261	Lease Dated June 30, 2000
ECUX	887881	1261	Lease Dated June 30, 2000
ECUX	887882	1261	Lease Dated June 30, 2000
ECUX	887883	1261	Lease Dated June 30, 2000
ECUX	887884	1261	Lease Dated June 30, 2000
ECUX	887885	1261	Lease Dated June 30, 2000
ECUX	887886	1261	Lease Dated June 30, 2000
ECUX	887887	1261	Lease Dated June 30, 2000
ECUX	887888	1261	Lease Dated June 30, 2000
ECUX	887889	1261	Lease Dated June 30, 2000
ECUX	887890	1261	Lease Dated June 30, 2000
ECUX	887891	1261	Lease Dated June 30, 2000
ECUX	887892	1261	Lease Dated June 30, 2000
ECUX	887893	1261	Lease Dated June 30, 2000
ECUX	887894	1261	Lease Dated June 30, 2000
ECUX	887895	1261	Lease Dated June 30, 2000
ECUX	887896	1261	Lease Dated June 30, 2000
ECUX	887897	1261	Lease Dated June 30, 2000
ECUX	887898	1261	Lease Dated June 30, 2000
ECUX	887899	1261	Lease Dated June 30, 2000
ECUX	887900	1261	Lease Dated June 30, 2000

Rptg Mark	Car Number	Code	Contract
ECUX	887901	1261	Lease Dated June 30, 2000
ECUX	887902	1261	Lease Dated June 30, 2000
ECUX	887903	1261	Lease Dated June 30, 2000
ECUX	887904	1261	Lease Dated June 30, 2000
ECUX	887905	1261	Lease Dated June 30, 2000
ECUX	887906	1261	Lease Dated June 30, 2000
ECUX	887907	1261	Lease Dated June 30, 2000
ECUX	887908	1261	Lease Dated June 30, 2000
ECUX	887909	1261	Lease Dated June 30, 2000
ECUX	887910	1261	Lease Dated June 30, 2000
ECUX	887911	1261	Lease Dated June 30, 2000
ECUX	887912	1261	Lease Dated June 30, 2000
ECUX	887913	1261	Lease Dated June 30, 2000
ECUX	887914	1261	Lease Dated June 30, 2000
ECUX	887915	1261	Lease Dated June 30, 2000
ECUX	887916	1261	Lease Dated June 30, 2000
ECUX	887917	1261	Lease Dated June 30, 2000
ECUX	887918	1261	Lease Dated June 30, 2000
ECUX	887919	1261	Lease Dated June 30, 2000
ECUX	887920	1261	Lease Dated June 30, 2000
ECUX	887921	1261	Lease Dated June 30, 2000
ECUX	887922	1261	Lease Dated June 30, 2000
ECUX	887923	1261	Lease Dated June 30, 2000
ECUX	887924	1261	Lease Dated June 30, 2000
ECUX	887925	1261	Lease Dated June 30, 2000
ECUX	887926	1261	Lease Dated June 30, 2000
ECUX	887927	1261	Lease Dated June 30, 2000
ECUX	887928	1261	Lease Dated June 30, 2000
ECUX	887929	1261	Lease Dated June 30, 2000
ECUX	887930	1261	Lease Dated June 30, 2000

250 Cars